FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

## Summary Information

**Permit No:** S00091103 **Type of Permit:** STILL **Release Date:** 03/17/2015

**Production Company** CHRISTOPHER KERN

**Insured Company Name** CHRISTOPHER KERN
Contact Phone No. 1 415-302-3622
Contact Phone No. 2
Fax
Address 679 TOLAND PL
SAN FRANCISCO, California 94124

**Production Title** MODERA INC.

**Type of Production** Still Photo

**Producer** Christopher Kern

**Director** Christopher Kern

**1st AD** Christopher Kern

**Production Manager** Christopher Kern

**FilmL.A. Coordinator** Yulizza Ramirez

**Location Manager** Christopher Kern
Primary Phone Mobile - 415-302-3622
Secondary Phone

**Location Assistant** Christopher Kern
Primary Phone Mobile - 415-302-3622
Secondary Phone

### Fees

| | |
|---|---|
| FILMLA STILL APPLICATION FEE $60.00 | **Total Permit Fee** $160.00 |
| LA CITY HARBOR DEPT STILL PHOTO USE FEE $100.00 | **Number of Locations** 2 |

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## Summary Information — Location



**Permit Number** S00091103
**Production Company** CHRISTOPHER KERN
**Insured Company** CHRISTOPHER KERN
**Production Title** MODERA INC.

**Location Manager** Christopher Kern
Primary Phone Mobile - 415-302-3622
Secondary Phone

**Location Address** Berth 50

**Location Type** Berth

**Film Dates** 3/19/2015 - 3/19/2015 07:00 - 19:00 1 day

**Open or Closed to the Public** Open

**Generic Conditions**
All vehicles must be parked on private property
Must abide by Harbor Department special conditions approved by Port of LA.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

**Please see attached documents**
harbor Conditions - environmental.pdf
Harbor film conditions.pdf
CHRISTOPHER KERN.pdf

**Equipment on Location**

| Type | Quantity |
|---|---|
| Cast/Crew vehicles | 10 |
| Generator | 1 |
| Picture vehicles | 1 |

**Personnel on Location**

| Type | Quantity |
|---|---|
| Cast | 2 |
| Crew | 8 |

**Filming Activities** Camera on sticks; Equipment on property; Handheld equipment; Still photos of one picture vehicle on wharf.;

**Jurisdiction**
**Political:** Los Angeles City - Council District 15
**Police:** Los Angeles Police Department
**Fire:** Los Angeles City

**Approvals**
LOS ANGELES CITY HARBOR DEPARTMENT — Renee Decker
LOS ANGELES CITY POLICE DEPARTMENT — Mark Preciado

**Coordinator Note**
-Approved by Renee Decker, Wharfinger Division 310.732.3810.
-Jurisdiction of LA Port Police 310.732.3500. Permitee to call Port Police to unlock chain in order to access the wharf area (310)732-3500

**Parking**

**Base Camp**
Location Type : Filming Location
**Parking Notes**
Cabrillo Way Marina lot D.

**Crew Parking**
Location Type : Filming Location

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## Summary Information — Location



**Permit Number** S00091103
**Production Company** CHRISTOPHER KERN
**Insured Company** CHRISTOPHER KERN
**Production Title** MODERA INC.

**Location Manager** Christopher Kern
Primary Phone Mobile - 415-302-3622
Secondary Phone

**Location Address** 2458-2598 Signal St., San Pedro, CA, 90731

**Location Type** Street

**Film Dates** 3/19/2015 - 3/19/2015 08:00 - 19:00 1 day

**Open or Closed to the Public** Open

**Generic Conditions**
All vehicles must be parked on private property
Must abide by Harbor Department special conditions approved by Port of LA.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

**Equipment on Location**

| Type | Quantity |
|---|---|
| Cast/Crew vehicles | 8 |
| Generator | 1 |
| Picture vehicles | 1 |

**Personnel on Location**

| Type | Quantity |
|---|---|
| Cast | 2 |
| Crew | 8 |

**Filming Activities** Camera on sticks; Equipment on property; Handheld equipment; still photot of vehicles on Singal St. in front of warehouses 58-59;

**Jurisdiction** **Political:** Los Angeles City - Council District 15 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

**Approvals**
LOS ANGELES CITY HARBOR DEPARTMENT — Renee Decker
LOS ANGELES CITY POLICE DEPARTMENT — Mark Preciado

**Coordinator Note**
-Approved by Renee Decker, Wharfinger Division, 310.732.3810.
-Jurisdiction of LA Port Police 310.732.3850.

**Parking**

**Base Camp**
Location Type : Filming Location

**Crew Parking**
Location Type : Filming Location

NO PERMIT

## STORMWATER: SPECIAL EVENT PERMITS

ENVIRONMENTAL PERMIT CONDITIONS:

1. All necessary precautions shall be taken to prevent trash from entering the storm drain system.

2. A map indicating the location of catch basins on the event site shall be provided to the Permittee by the Los Angeles Harbor Department (LAHD). It shall be the responsibility of the Permittee to coordinate with the LAHD's Director of Environmental Management to ensure that all catch basins on the event site are covered prior to the event or any substantial preparation of the site for the event. Catch basin covers shall not present a hazard to health or property during the event.

3. Adequate trash receptacles shall be provided by the Permittee during the special event.

4. It shall be the responsibility of the Permittee to ensure that the site is properly cleared of trash, debris, and waste following the special event. The Permittee will also ensure that catch basin covers are removed from catch basins once the event and site clean up has been completed.

7/21/2006

Permit #S00091103

DRAFT

# The Port of Los Angeles
# City of Los Angeles Harbor Department
## Supplemental to all Harbor Approved Film Permits

Filming on Port property is subject to the following terms and conditions:

1. Smoking and parking of automobiles, not essential to the permitted activity, on wharves or other facilities of the Harbor Department, is prohibited.

2. Premises used and/or occupied during filming activities shall be maintained in a clean and sanitary condition. Debris shall not be allowed to accumulate and shall be promptly removed by permittee.

3. Use of property under the jurisdiction of the Harbor Department is subject to approval of the Harbor Department and/or tenant having lease control of the premises.

4. Permittee shall relieve, indemnify, protect and save harmless the City of Los Angeles, and each and every of its tenants, Boards, officers and employees, from any and all claims and liability for death of or injury to persons or damage to property that may arise from or be caused by the occupation or use of premises by permittee under the provisions of the film permit, or by the negligence of the permittee, its agents, officers or employees.

5. Permittee may furnish its own security services for the protection of permittee's own personal property and equipment. No armed security is permitted on Port property or pursuant to the film permit.

6. Permittee agrees to hire the appropriate Los Angeles Port Police Officer(s) and/or Port Security Officer(s), if deemed necessary by the Port, for the duration of filming activities. The primary duty and function of the officer is to maintain the safety and security of the Port, its tenants, its users, and to ensure that filming activities are conducted safely and within the terms and conditions of the film permit. Officers may be required to enforce tariff, local, or state laws and provide appropriate law enforcement assistance to the permittee during the course of their movie assignment.

7. Permittee agrees to restore premises and any alterations to Harbor Department facilities to their original condition subject to the approval of the Harbor Department.

8. Permittee agrees to obtain any other permit as may be deemed necessary by the Wharfinger Division or by other divisions or sections of the Los Angeles Harbor Department.

9. Filming not to interfere with the operations of the Port.

10. Copies of the Harbor approved Film LA permit must be present at all filming locations and presented to any Harbor Department representative upon demand. Violations of laws, regulations, or the film permit may cause the film permit to be revoked.

11. A Harbor Engineer's Permit is required before altering Port Property

12. The Permittee shall conform to all requirements of the City of Los Angeles Department of Building and Safety, L.A. Fire Department, and any other City, State, or Federal agency requirements.

NOT A PERMIT

91103

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

CHRISTOPHER KERN
Company

By
who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

Address of permittee:

FilmL.A., Inc.

3/7/15
Date